



# Silver Valley Unified School District

35320 Daggett-Yermo Road, P.O. Box 847, Yermo CA 92398

PHONE: (760)254-2916

FAX: (760)254-2091

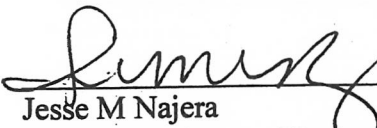
## MEMORANDUM OF UNDERSTANDING BETWEEN THE SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD) AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) and its CHAPTER #374

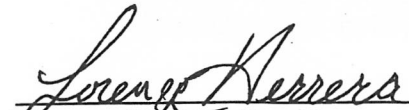
The Silver Valley Unified School District and California School Employees Association, having negotiated in good faith, the matter of reclassifying Cafeteria Cook Managers from range 22 to range 25 on the classified salary ranges Appendix A, the parties hereby agree to the following:

1. It is agreed that the classified salary ranges shall be changed to reflect that the entire classification of Cafeteria Cook Manager shall be increased from a range 22 to range 25 and that the appropriate payroll adjustments shall be made effective February 15, 2012.
2. It is further agreed that implementation of this MOU will immediately take effect on February 15, 2012.

Tentatively agreed to pending ratification by CSEA and the District.

It is also understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.

  
 Jesse M Najera  
 Executive Director, Human Resources  
 Silver Valley Unified School District

  
 Lorenzo Herrera, President  
 CSEA Chapter #374

2/23/12  
 Date

2/23/12  
 Date

Lewis Elementary School  
(760) 386-1900

Tierfort View Intermediate School  
(760) 386-3123

Newberry Springs Elementary School  
(760) 257-3211

Yermo School  
(760) 254-2931

Fort Irwin Middle School  
(760) 386-1133

Silver Valley High School  
(760) 254-2963

Alternative Education Center  
(760) 254-2715

POWERFUL LEARNING FOR OUR MOST PRECIOUS RESOURCE



# Silver Valley Unified School District

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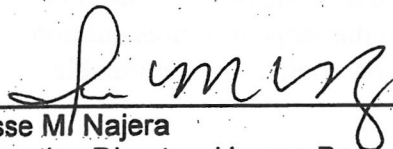
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER #374**

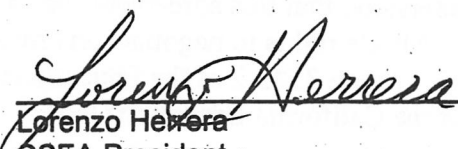
On June 2, 2011 the Silver Valley Unified School District and California School Employees Association met to discuss the position of Accounts Payable Technician.

The following was mutually agreed to:

1. Abolish the vacant position of Account Clerk effective June 30, 2011.
2. Create new position, Accounts Payable Technician, which will be placed on the Classified Salary Schedule at Range 30.

This MOU will be effective July 1, 2011 pending approval by the District Board of Trustees.

  
 \_\_\_\_\_  
 Jesse M. Najera  
 Executive Director, Human Resources  
 Silver Valley Unified School District

  
 \_\_\_\_\_  
 Lorenzo Herrera  
 CSEA President  
 California School Employees Association

6/8/11  
 \_\_\_\_\_  
 Date Signed

11/8/11  
 \_\_\_\_\_  
 Date Signed

Lewis Elementary School  
(760) 386-1900

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POWERFUL LEARNING FOR OUR MOST PRECIOUS RESOURCE

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER #374**

*Silver Valley Unified School district and California School Employees Association agree to the following:*

The job description and classification for each position as of the date of this Memorandum of Understanding shall continue in full effect unless:

1. The District changes the job content (requirements of the job as to knowledge, skills, mental effort, responsibility and working conditions); or
2. The description and classification are changed by mutual agreement of the Joint Association and Management Reclassification Committee.
3. All job descriptions are subject to Governing Board approval.

When and if, from time to time, the District, at its discretion, establishes a new job or changes the job content (requirements of the job as the knowledge, skills, mental effort, responsibility and working conditions) if an existing job, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

1. The proposed description will be developed and submitted to the Joint Association and Management Reclassification Committee. The Joint Association and Management Reclassification Committee shall promptly review such new job description to determine if the job description and range accurately reflect the scope of the job as currently performed and/or as proposed. In order to expedite a new job position, a Joint Association and Management Reclassification Subcommittee may be established and utilized to finalize classification on each new job. The Joint Association and Management Subcommittee shall be composed of not less than one representative from each side, who shall be permanent members of the Joint Association and Management Reclassification Committee.
2. If the Joint Association and Management Reclassification Committee agree on the new or changed job description and the assigned salary range, the job description shall then be forwarded to the Board of Education for approval and implementation. If, however, a Classified Bargaining Unit member assigned to work in that job description does not agree with the Reclassification Committee decision, the Classified Bargaining Unit member's sole remedy shall be one (1) appeal to the full six (6) member committee, which shall meet, at its regularly scheduled meeting, no less than three (3) meetings per year to be scheduled at the first meeting, with the Classified Bargaining Unit employee to review the matter and to render a final decision. The decision of the committee in this situation shall be final and shall not be subject to the grievance process.

If the Joint Association and Management Reclassification Committee is unable to agree upon the proposed new or changed description, the District may install the new or changed job description and classification. The Classified Bargaining Unit employee or employees assigned to work under that job description may, at any time within ten (10) days from the date of installation, file a grievance with the District. Such grievance shall be limited in scope to address the propriety of the total compensation salary rate assigned to the revised job. The Association and District agree grievances under this section shall begin at step II and bypass Step I.

3. Any adjustment in the pay rate will be retroactive as of the date the new job was established or the change or changes installed pending Board approval. No change in job classification and/or description may be requested if Classified Bargaining Unit employees are assuming duties and/or responsibilities on their own. However, if the District, on a recurring basis, directs such new assignments or changes in the

job content, or if a Classified Bargaining Unit employee alleges that his or her current job description does not accurately reflect duties currently being performed by the Classified Bargaining Unit employee, or that he or she is performing duties outside of his or her current job description, a Classified Bargaining Unit employee assigned to work in that job classification may request a change in that job classification and/or job description and/or reclassification to the appropriate classification by submitting such a request to the Joint Association and Management Reclassification Committee on the appropriate District-approved "Request for Reclassification" form (See Appendix G).

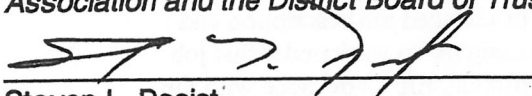
4. All parts of the "Request for Reclassification" form shall be completed, including comments from the supervisor with his/her signature. Refusal of a supervisor to provide comments and/or signature within thirty (30) calendar days of submission by the unit member shall be deemed as a violation of the process and shall be subject to the grievance procedure. Any omission shall deem the request form incomplete and shall not be considered by the Joint Association and Management Reclassification Committee.
5. The Reclassification Committee shall then meet with the affected Classified Bargaining Unit employee, confer and render a final decision pursuant to the procedure outlined in sub-section #1 and #2 above.
6. Classified Bargaining Unit employees shall not be allowed to resubmit a request for reclassification of the same position for a period of eighteen (18) calendar months from the completion of the initial analysis and appeal process as provided.

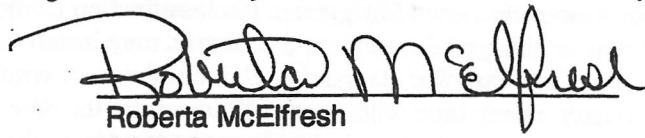
The Joint Association and Management Reclassification Committee shall be composed of four (4) representatives from each side, three of whom shall be permanent members of the committee. The four members shall be appointed by each side at their discretion. Each member shall become fully trained and experienced in the use of the Modified Hays Evaluation Method, and the Reclassification Committee's procedures and process (See Appendix H). Each side must maintain at least 1 alternate. New members shall be trained by the other committee members before participating but must attend the next scheduled formal training session to become permanent committee members (absent urgent extenuating circumstances). No person shall be appointed to the Joint Committee without first having been appropriately trained in the use of the Modified Hays Evaluation Method.

Submissions for reclassification under this Article shall be made to the Human Resources Office and a copy will be forwarded to the Association. It shall be the goal of the Association and the district to participate in yearly reclassification training sessions. Reclassification Committee shall meet no less than three (3) times each fiscal year. However, more meetings may be scheduled if it is agreed upon by the joint reclassification committee members.

This article shall be in effect for the period of July 1, 2010 through June 30, 2011 at which time this article will sunset and no further action will take place.

*Agree to with the understanding that it does not set any precedence for further actions of the District or the Association. Tentatively agreed to pending ratification by the Classified School Employees Association and the District Board of Trustees.*

  
Steven L. Desist  
Director, Human Resources  
Silver Valley Unified School District

  
Roberta McElfresh  
CSEA Treasure  
Classified School Employees Association

4/30/10  
Date Signed

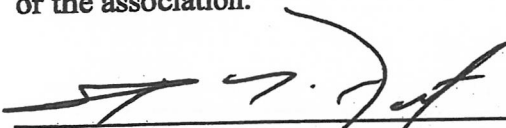
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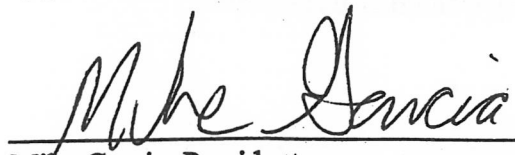
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

Silver Valley Unified School District and California School Employees Association agree to the following:

1. It is agreed that Silver Valley High School has a group of interested and active parents that wish to volunteer to improve the school climate and environment.
2. It is understood that this group of parent volunteers wishes to assist Silver Valley High School with assistance in campus beautification.
3. It is agreed that CSEA has a vested interest to ensure for the safety and welfare of all volunteers and will provide one (1) grounds employee to assist and oversee parent volunteers on April 17, 2010.
4. It is agreed that the District will compensate the identified grounds worker at his/her overtime rate for hours in excess of their assigned 40 hour work week.

Agreed to with the understanding that it does not set any precedence for further actions of the district or the association.

  
\_\_\_\_\_  
Steven L. Desist, Director, Human Resources  
Silver Valley Unified School District

  
\_\_\_\_\_  
Mike Garcia, President  
California School Employees Association

4/13/10.  
\_\_\_\_\_  
Date

4/13/10  
\_\_\_\_\_  
Date

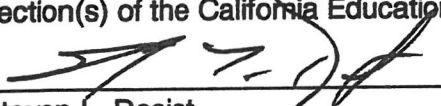
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER #374**


Silver Valley Unified School District and California School Employees Association agree to the following:

A one percent (1%) increase will be applied to the 2008-2011 Classified Salary Schedule retroactive to July 1, 2010. It is also understood that this increase is applied only to the Classified Salary Schedule. This action is pending Association ratification and Governing Board approval.

An additional, one time, three percent (3%) will be added to the Classified Salary Schedule for the 2010 – 2011 school year only. The 2011-2012 Classified Salary Schedule will reflect only the agreed upon one percent (1%) increase.

It is also understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.

  
\_\_\_\_\_  
Steven L. Desist  
Executive Director, Human Resources  
Silver Valley Unified School District

  
\_\_\_\_\_  
Mike Garcia  
CSEA President  
Classified School Employees Association

1/19/11  
\_\_\_\_\_  
Date Signed

1/19/11  
\_\_\_\_\_  
Date Signed

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

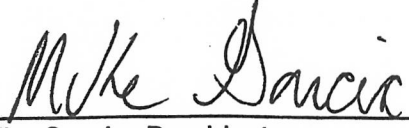
It is agreed and understood between the Silver Valley Unified School District and the California School Employees Association that the District will extend its offer of early retirement incentive from March 20, 2009 to July 15, 2009. This offer is provided to any bargaining unit member who has attained the age of 55 years and has 15 or more years of service to Silver Valley Unified School District and works more than four (4) hours per day in their current classification. It is also understood that the offered incentive will not exceed fifteen thousand dollars (\$15,000.00) and will be prorated using the following formula for employees working less than twelve months per year and or less than 8 hours per work day:

- $\$15,000 \div 12 = \text{Sum1}$
- $\text{Sum1} \times \text{number of calendar work months (e.g. 10 mo., 11 mo. Employee... etc)}$
- $\text{Sum2} \div \text{by an 8 hr work day} = \text{Sum3}$
- $\text{Sum3} \times \text{number of hours worked by employee, per regular schedule day,} = \text{Total incentive}$

To be eligible the bargaining unit member must submit their irrevocable letter of resignation with the intent to retire, not later than 3:30 p.m. on July 15, 2009.

This MOU will be effective for the time period as stated, March 20, 2009 – July 15, 2009, pending approval from the Silver Valley Unified School District Board of Trustees. This agreement does not set or establish precedent for future years.

  
\_\_\_\_\_  
Steven L. Desist  
Director of Human Resources

  
\_\_\_\_\_  
Mike Gracia, President  
California School Employees Association

6/22/09  
\_\_\_\_\_  
Date Signed

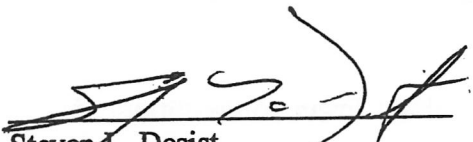
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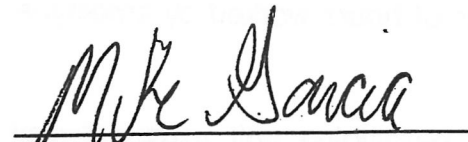
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT  
AND THE  
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER #374**

Having negotiated in good faith and in the best interest of students, the parties agree to the following:

1. The Licensed Vocational Nurse position will be posted for 5 working days in-house pursuant to Article 17.5 at Range 38 at Step 1-6.
2. The Licensed Vocational Nurse (short-term employment) position, daily as needed, will not earn or accrue sick leave, vacation, or holiday compensation.
3. The Licensed Vocational Nurse (short-term employment) position, daily as needed, (for the 2009 Summer School Session) will not be eligible for Health and Welfare Benefits.

This agreement shall not be construed as setting a past practice or a waiver of the parties right to negotiate on any and all matters within the scope of representation pursuant to 3543.2 of EERA

  
\_\_\_\_\_  
Steven L. Desist  
Director of Human Resources  
Silver Valley Unified School District

  
\_\_\_\_\_  
Mike Garcia  
CSEA, President  
Classified School Employees Association

  
\_\_\_\_\_  
Date

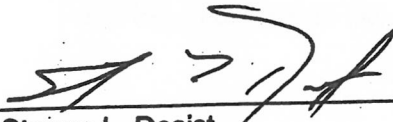
  
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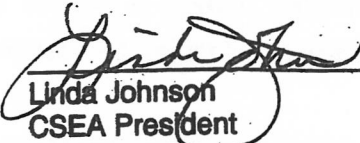


**MEMORANDUM OF UNDERSTANDING  
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AND THE  
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION**

The parties agree to the Association's withdrawal of Article 25 – Professional Growth and shall remain unchanged.

This agreement shall be effective from date of ratification by the Governing Board for the 2007-2008 negotiations.

  
\_\_\_\_\_  
Steven L. Desist  
Director, Human Resources  
Silver Valley Unified School District

  
\_\_\_\_\_  
Linda Johnson  
CSEA President  
Classified School Employees Association

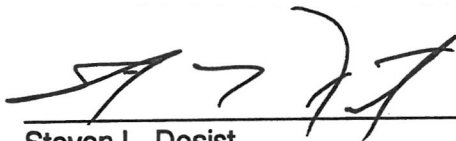
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Date Signed

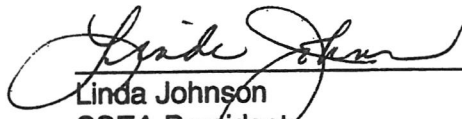
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**SILVER VALLEY UNIFIED SCHOOL DISTRICT**  
**AND THE**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #374**

It is agreed and understood between Silver Valley Unified School District and California School Employees Association, Chapter #374, that effective with the ratification of all articles agreed upon by and between Silver Valley Unified School District Governing Board & California School Employees Association, Chapter #374, that two 6.5 hour employees will continue with the benefit rate of 81% employer paid. This understanding applies to Susan Johnson, 6.5 hour custodian, and Carla Baca, 6.5 hour instructional aide. It is also agreed and understood that should the status of either above named employee change in relation to hours of work, they will immediately fall into compliance with the provisions of Article 11 – Health and Welfare Benefits.

The Memorandum of Understanding is in effect for the term of the agreement.

  
\_\_\_\_\_  
Steven L. Desist  
Director Human Resources  
Silver Valley Unified School District

10/19/07  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Linda Johnson  
CSEA President  
California School Employees Association

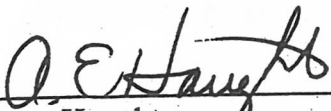
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Date Signed


**MEMORANDUM OF UNDERSTANDING  
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AND THE  
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER #374**

Having negotiated in good faith and in the best interest of students, the parties agree to the following:

1. The Registered Nurse position will be posted for 5 working days in-house pursuant to Article 17.5 at Range 39 at Step 6-9.
2. The Registered Nurse (short-term employment) position, daily as needed, will not earn or accrue sick leave, vacation, or holiday compensation.
3. The Registered Nurse (short-term employment) position, daily as needed, (not to exceed 85 days for the 2007/08 fiscal year) will not be eligible for Health and Welfare Benefits

This agreement shall not be construed as setting a past practice or a waiver of the parties right to negotiate on any and all matters within the scope of representation pursuant to 3543.2 of EERA

  
\_\_\_\_\_  
Aaron Haughton  
Assistant Superintendent Admin Services  
Silver Valley Unified School District

  
\_\_\_\_\_  
Linda Johnson  
CSEA, President  
Classified School Employees Association

7/26/07  
\_\_\_\_\_  
Date

7/26/07  
\_\_\_\_\_  
Date

**SILVER VALLEY UNIFIED SCHOOL DISTRICT**  
**4/10 ALTERNATIVE WORK WEEK PROPOSAL**  
**REVISED 3/11/05**

Silver Valley Unified School District propose a four (4) day, ten (10) hour (4/10) alternative work week during the period of June 1, 2005 through August 5, 2005 for 12 month bargaining unit members for the purposes of:

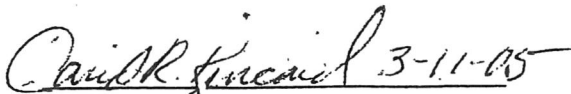
- Promote positive community image
- Employee morale

The proposal specifically is as follows:

- The District Office will continue to be open Monday through Friday during normal business hours a meet the needs of the public and the instructional program.
- Warehouse will be open Tuesday through Friday. A note will be placed on the warehouse door to notify deliveries to contact the Business Office to accept deliveries on Mondays.
- Summer School office may contact the District Office in case of emergencies.
- SVUSD voicemail will indicate office hours, days, and emergency numbers.
- Any employee who needs to work outside proposed days and hours must clear with their supervisor.
- Leave days taken during 4/10 will be in 10 hour increments.
- During the week of the 4<sup>th</sup> of July, employees will revert to their normal work schedule for the remaining four days.
- **Leave hours (sick and vacation) accrued during this period will be at the normal hourly rate (8 hours for full time employees)**
- Proposed hours are 6:00 a.m. to 4:30 p.m.
- Overtime will be paid for hours in excess of a forty (40) hour week only.
- The 4/10 schedule shall be extended to any other bargaining unit member with mutual agreement between the employee and the supervisor with notice to the CSEA.
- The 4/10 schedule for any individual may be terminated at any time at the discretion of the District or the employee with notice to the CSEA.
- All Fort Irwin custodians who are on the Alternative 4/10 Schedule will be responsible for their own transportation and be entitled to the provisions of Article 9.10 of the collective bargaining agreement during the term of this MOU.

Silver Valley Unified School District

CSEA

  
Superintendent Date 3-11-05


  
President Date 3/11/05

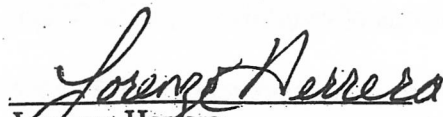
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

The Silver Valley Unified School District and California School Employees Association, having negotiated in good faith, and in the best interest of students, the parties hereby agree to the following:

1. The job title of Dale Sorenson will be changed from Instructional-Aid-RSP to Instructional-Aid-Special Needs.
2. Mr. Sorenson shall have ½ hour (6 hours per day to 6 ½ hours per day) added to his regular assigned work schedule in order to accompany the special needs child from the bus in the mornings and to the bus in the afternoons.
3. Mr. Sorenson's health and welfare benefits entitlement shall be prorated at 81.5% pursuant to article(s) 11.1 of the current CBA.
4. This MOU shall remain in effect until May 27, 2005, or until a new job description is developed for Instructional Aids working in special education, and its placement on the salary schedule is negotiated by the parties.

It is further understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.

  
Jim Schiffman  
Director, Human Resources  
Silver Valley Unified School District

  
Lorenzo Herrera  
Chapter President, CSEA Chapter  
#374

11-18-04  
Date

11/18/04  
Date

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Silver Valley Unified School District, hereinafter [District], and the California School Employees Association and its Local Chapter 374, hereinafter [CSEA].

**WHEREAS**, A dispute has arisen between the parties regarding the reinstatement of a laid off grounds-worker position and the District's intent to make changes to that position without first, negotiating the decision and the effects of those changes with the exclusive representative (CSEA), and

**WHEREAS**, The practice prior to September 1, 2004 has been that Grounds-workers report to the maintenance shop located in the district office complex at their start time for the purposes of drawing a district vehicle, equipment, and other supplies, and then proceed to their assigned site for that day regardless of the location, and then report back to the maintenance shop at their end time to turn in the district vehicle and other equipment, and

**WHEREAS**, It had been the District's intent to change that practice by assigning a Grounds-worker to the Fort Irwin sites, and having him/her report to the Fort Irwin sites (35 miles from district office complex) at his/her start time with equipment and supplies being stored at one of the 3 Fort Irwin sites, and to have the option of using his/her personal vehicle and receiving a travel stipend provided for other district employees assigned to Fort Irwin, or traveling with other district employees assigned to other departments, and

**WHEREAS**, It is now the District's intent to change that practice by creating a new position, and negotiating the impact of that position in relation to wages, hours, and terms and conditions of employment, with CSEA, and

**WHEREAS**, It is the intent of CSEA that all bargaining unit members receive fair an equitable treatment, and

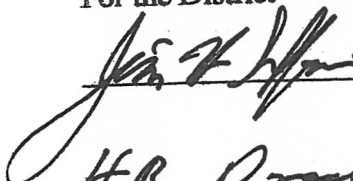
**WHEREAS**, It is understood by CSEA and the District that this agreement shall not be construed, either expressed or implied, as an admission of wrong doing or intent to repudiate the previous settlement agreement reached on this issue, by either party, and

**WHEREAS**, The District and CSEA agree that it is in the best interest of both parties to resolve the above referenced dispute without the expense or inconvenience of any further proceedings,

**NOW THEREFORE**, the District and CSEA enter into the following agreement as a full and complete settlement of the above-referenced matter:

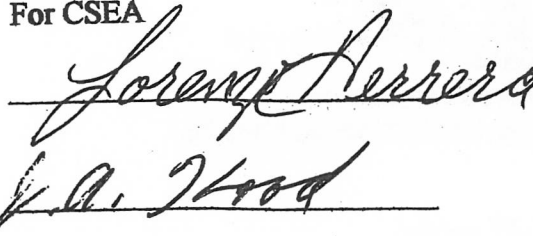
1. As laid off Grounds-worker positions are re-established, the assignments shall remain status quo prior to the Board of Trustee's 7/1/03 action to lay-off two (2) Grounds-worker positions.
2. The District agrees to pay the affected bargaining unit members for overtime related to drive time between the school site and the M&O transportation yard that was reported through October 1, 2004. The individual bargaining unit member shall have the option of being compensated by overtime pay or compensatory time.
3. The District acknowledges its duty to bargain with the exclusive representative (CSEA), any changes to bargaining unit positions that effect wages, hours, and terms and conditions of employment.
4. Any alleged violation, misapplication, or misinterpretation of this agreement shall be subject to the grievance procedure pursuant to article 15 of the CBA between the parties, and shall culminate in binding arbitration.
5. CSEA agrees not to file an unfair practice charge with PERB for the above-mentioned dispute.

For the District

  
\_\_\_\_\_  
HR Director

Date: 10-8-04

For CSEA

  
\_\_\_\_\_  
J.A. Hood

Date: 10-8-04

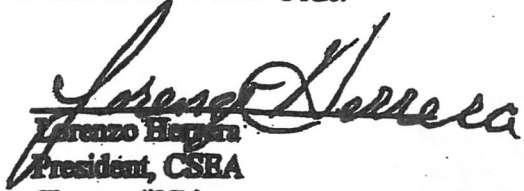
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

The Silver Valley Unified School District and California School Employees Association, having negotiated in good faith, and in the best interest of students, the parties hereby agree to the following:

1. The job title of Dale Sorenson will be changed from Instructional-Aide-RSP to Instructional-Aide-Special Needs.
2. This MOU shall remain in effect until May 27, 2005, or until a new job description is developed for Instructional Aides working in special education, and its placement on the salary schedule is negotiated by the parties.

It is further understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.

  
\_\_\_\_\_  
Jim Schifano  
Director, Human Resources  
Silver Valley Unified School District

  
\_\_\_\_\_  
Lorenzo Herrera  
President, CSEA  
Chapter #374

9-28-04  
Date

9/24/04  
Date

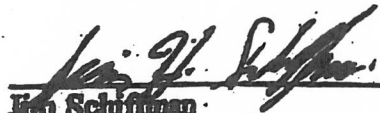



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

The Silver Valley Unified School District and California School Employees Association, having negotiated in good faith, the effects of the layoff/reduction of Carol Throenle, Cafeteria Cook Manager at Fort Irwin Middle School, the parties hereby agree to the following:

1. Carol Throenle, having successfully completed the custodial test, will be placed into the vacant custodial position, Range 20, step 9 at Lewis Elementary School effective 7/23/04.

It is further understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.

  
\_\_\_\_\_  
Jan Schiffman  
Director, Human Resources  
Silver Valley Unified School District

  
\_\_\_\_\_  
Sandy Jenkins  
Vice-President, CSEA Chapter  
#374

8-5-04  
Date

August 5, 2004  
Date

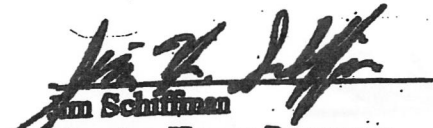
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA),  
CHAPTER #374**

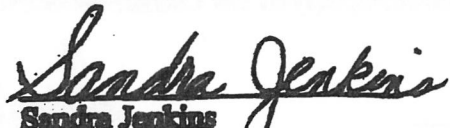
Having negotiated in good faith and in the best interest of students, the parties agree to the following:

1. The Registered Nurse position will be posted for 5 working days in-house pursuant to Article 17.5 at Range 39 at Step 6.

This agreement shall not be construed as setting a past practice or a waiver of the parties right to negotiate on any and all matters within the scope of representation pursuant to 3543.2 of EERA.

This MOU is tentatively agreed to pending approval by the District Board of Trustees.

  
Jim Schiffman  
Director, Human Resources  
Silver Valley Unified School District

  
Sandra Jenkins  
Vice President, CSEA  
California School Employees Association

7-30-04  
Date

July 30, 2004  
Date

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE  
 SILVER VALLY UNIFIED SCHOOL DISTRICT (SVUSD)  
 AND THE  
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA),  
 CHAPTER #374**

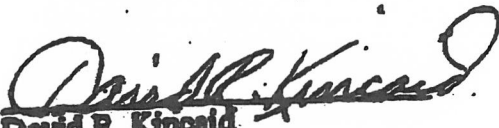
As a part of the normal negotiations process, the Silver Valley Unified School District and the Classified School Employee Association have mutually agreed to restore the following positions that were previously cut during the 2003-2004 school year at the range indicated:

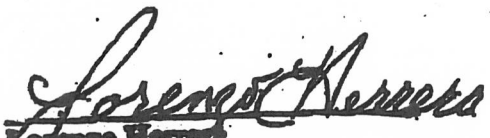
Position	Salary Range
1 Custodian	Range 20
1 Grounds Worker	Range 23
1/2 Health Clerk	Range 21
1 Maintenance/Mechanic Worker	Range 31

The following two positions will be created at the salary range indicated:

1 Media/Assessment Clerk	Range 25
1 Human Resources Specialist	To be determined

This MOU is tentatively agreed to pending approval by the District Board of Trustees.

  
 David R. Kincaid  
 Superintendent  
 Silver Valley Unified School District

  
 Lorenzo Herrera  
 CSEA President  
 California School Employees Association

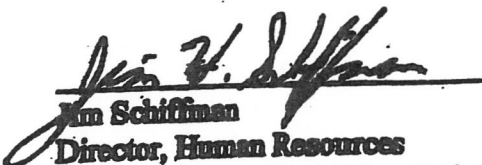
7-9-04  
 Date

7/9/04  
 Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

The Silver Valley Unified School District and California School Employees Association agree to the following regarding layoff effect for Matthew Matteson.

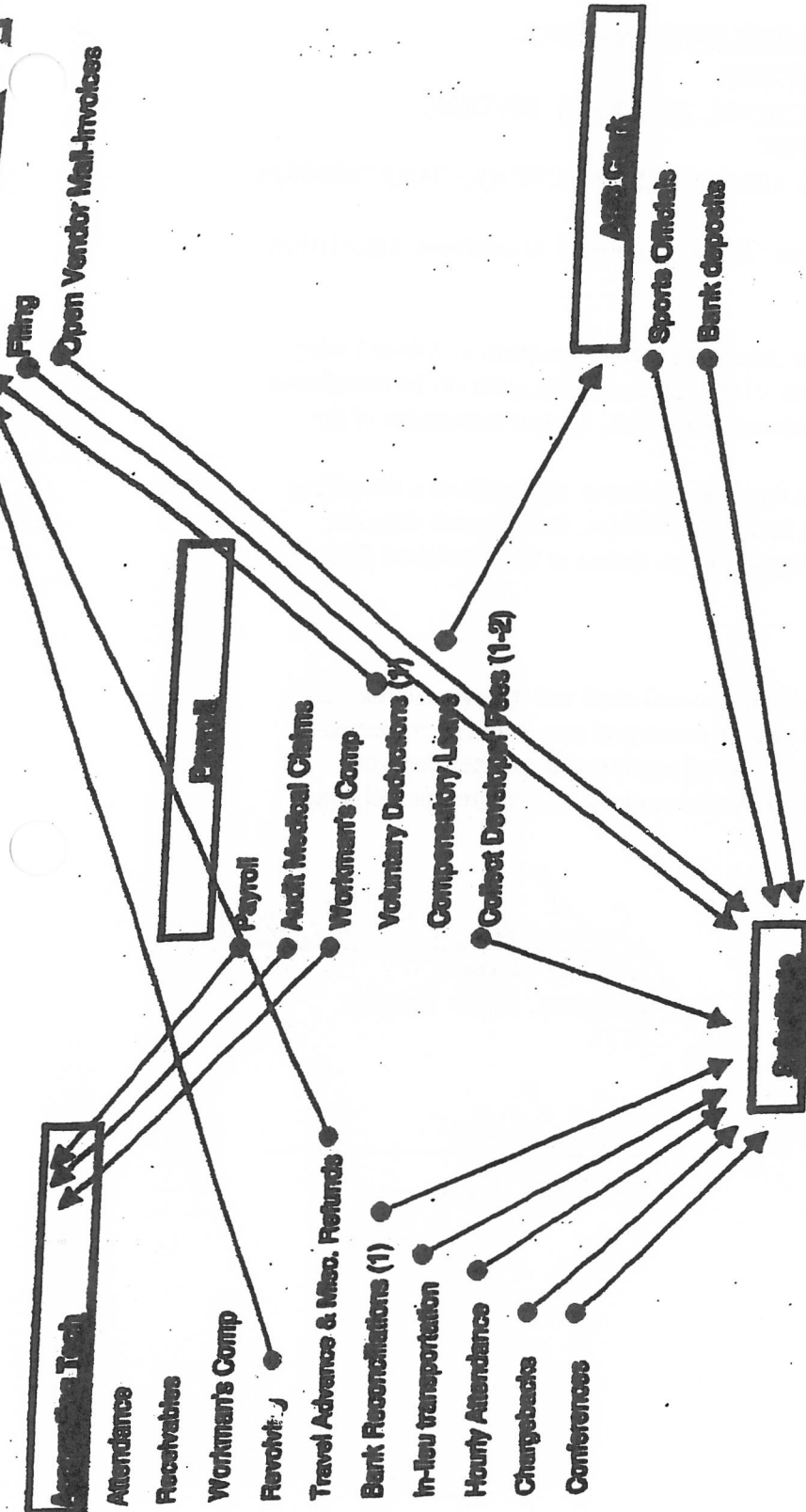
1. Placed the employee in the Cafeteria Cook Manager position at Fort Irwin Middle School.
2. Place the employee on range 22, step 18.
3. Place the employee on 63-month re-instatement list.

  
Jim Schiffman  
Director, Human Resources  
Silver Valley Unified School District

  
Lorenzo Herrera  
President, CSEA Chapter #374

6-24-04  
Date

6/24/04  
Date



- Reorganization effective from February 23, 2004 - August 31, 2004.  
 - The additional responsibilities addressed in this MOU are in addition to the responsibilities already prescribed in the MOU -Transition for the Administration of Workers' Compensation. This MOU is temporary while the first MOU would allow for a permanent arrangement in the Business Department.  
 - All efforts will be made so that all positions are filled as soon as possible.  
 - 4% increase in compensation for permanent employees who are working out of classification for the time period.  
 - Substitute placed on Accounting Clerk salary schedule.

*[Signature]*  
 Liz Schmitt  
 Dir., Human Resources

\_\_\_\_\_  
 Lorenzo Herrera  
 CSEA, President

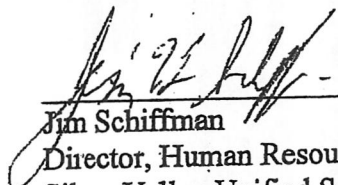
\_\_\_\_\_  
 Sandy Jenkins  
 Marilyn O'Brynes  
 Liz Schmitt

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

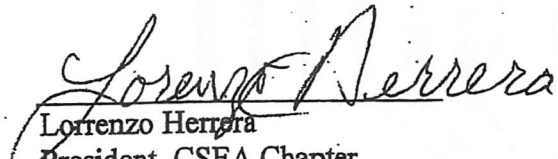
The Silver Valley Unified School District and California School Employees Association agree to the following:

1. Due to the 7/1/03 abolishment of the School Secretary position at Silver Valley High School, it is necessary that some of the duties of that position be transferred to Virginia Andrews, Records and Attendance Clerk, for the remainder of the 2003-2004 school year.
2. Therefore, it is agreed by the parties that Ms. Andrews will receive a 4% salary increase effective 5/12/04 up to and including 6/30/04, during such time the District will have made a decision regarding the duties of the abolished School Secretary duties.

It is further understood that this agreement is unique and shall not set precedence for future request or situations, and shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act.

  
\_\_\_\_\_  
Jim Schiffman  
Director, Human Resources  
Silver Valley Unified School District

6-9-04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lorenzo Herrera  
President, CSEA Chapter  
#374

6/9/04  
\_\_\_\_\_  
Date

**Extension of MOU-Transition of Workers' Compensation  
May 1, 2004 through June 30, 2004**

**Substitute**

**ASB**

**Credit card payments**

**Assist with conference tracking**

**Payroll processing**

**Leave Accounting (Inc payroll docks/Includes w/c**

**Assist with Voluntary Deductions**

**Medical Enrollment Audits**

**Assist with ASB**

**Assist with Payroll Processing**

**Workers' Compensation**

**Assist with Medical Audit**

MEMORANDUM OF UNDERSTANDING  
REGARDING GRIEVANCE PROCESSING

Whereas the Silver Valley Unified School District and the California School Employees Association, Local Chapter 374 are parties to a collective bargaining agreement; and

Whereas Article XV of the current agreement contains the parties' agreement related to grievance processing; and

Whereas Article XV, section 15.4.3.2, sends unresolved grievances to binding arbitration through the American Arbitration Association; and

Whereas the American Arbitration Association charges a substantial fee to open an arbitration file; and

Whereas the parties desire to avoid the application of such fees;

Now therefore the parties agree to amend Article XV, section 15.4.3.2, to read:

The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, the District shall request a list of seven (7) arbitrators from the State Conciliation and Mediation Service. The parties shall alternately strike names from the list provided until only one name remains.

Amended section 15.4.3.2 shall become effective upon signature by the representatives of each party.

Dated: 12-16-03  
By: [Signature]

Dated: 12/16/03  
By: [Signature]

Tentatively agreed to pending ratification of CSEA and SVUSD Board of Trustees.



~~SETTLEMENT AGREEMENT~~

This settlement agreement is entered into by and between the Silva Valley Unified School District, herein after "District" and the California School Employees Association and its local Chapter #374, hereinafter "Association" as a settlement to an Unfair Labor Practice Charge No. LA-CE-3159.

WHEREAS, the Association filed an Unfair Labor Practice Charge against the District for denying a bargaining unit member the right to Association representation at a disciplinary meeting; and

WHEREAS, the District and the Association recognize that bargaining unit members are entitled to Association representation at all meetings with bargaining unit members which are disciplinary, or which could lead to discipline, as provided in Section 3543 of the Educational Employment Relations Act; and

WHEREAS, The District and the Association recognize that the Association has the right to represent its members at meetings which are disciplinary or could lead to discipline as provided for in Section 3543.1 of the Educational Employment Relations Act; and

WHEREAS, the District and the Association are in agreement that it is in the best interest of all parties to settle the above referenced Unfair Labor Practice Charge;

NOW THEREFORE, the district and the Association enter into the following agreement as a full and complete settlement of Unfair Labor Practice Charge No. LA-CE-3159.

1. The District will allow all bargaining unit member the right to representation by representatives authorized by the Association, at any meeting which involves discipline, or at any meeting which the unit member feels might lead to discipline;
2. The district will advise bargaining unit members that they have the right to be represented by an Association representative of their choosing, prior to any meeting which involves discipline, could lead to discipline, or before questioning on matter which might lead to discipline;

3. The District will allow bargaining unit members reasonable time to contact their Association representative, before meeting with the unit member on any matter which involves discipline or could lead to discipline;
4. The district will advise the unit membership of the nature of the meeting before meeting with the unit member for purposes of issuing discipline, or questioning the unit member on matters which might lead to discipline; and
5. The Association will withdraw its Unfair Labor Practice Charge No. LA-CZ-3159 against the District.

This settlement agreement is entered into this 20 day of APRIL, 1992.

FOR THE DISTRICT

*[Signature]*  
April 20, 1992  
DATE

FOR THE ASSOCIATION

*[Signature]*  
DATE 4-20-92


**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**


The Silver Valley Unified School District and California School Employees Association agree to the following clarification and understanding in regards to the present Health Clerk position at Newberry Elementary:

- I. The Health Clerk position at Newberry is presently operating a six hour day. In order to maintain the current six hour day and to meet present staffing needs, this position will now be served on a full-time basis for the balance of the 2002-2003 school year.
- II. The employee presently in that position will report to Newberry Elementary at 8am and remain at that site until 12pm. Lunch will be taken from 11:30-12pm at Newberry. Service at the second site will begin upon arrival at that site (12:30pm - 2:30pm). The employee will be paid mileage for the second site assigned for service, Alternative Education Center. The employee will be responsible for completing the appropriate paperwork and obtaining required signatures for mileage reimbursement on a monthly basis.

This MOU will take effect on April 24, 2003 and will last until June 30, 2003 when we will reevaluate the staffing needs of the site.

It is also understood that this arrangement is unique and does not set a precedent for future requests or situations.

  
\_\_\_\_\_  
Judy Ann Allen-Mendoza  
Director, Human Resources  
Silver Valley Unified School District

  
\_\_\_\_\_  
Linda Johnson  
CSEA President  
California School Employees Association

3/26/03  
\_\_\_\_\_  
Date

3/26/03  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

As part of our normal negotiations process we, the California School Employees Association and the Silver Valley Unified School District, have mutually agreed to Amendments to contract language in Article 17 as listed below. It will now read:

**17.2 Voluntary Transfer Paragraph # 3 old language:**

*If only one qualified applicant applies, that unit member will be placed into the vacant position on a conditional basis, consistent with the guidelines of Article 17.6.*

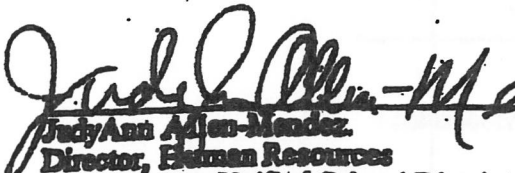
**17.2 Voluntary Transfer Paragraph # 3 NEW LANGUAGE:**

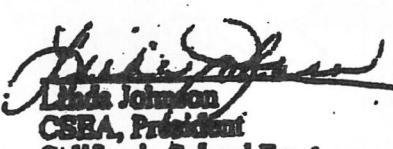
**If only one qualified applicant applies and the previous evaluation (if only one exists) or evaluations (2 out of the last 3) are satisfactory, the unit member will be placed in the vacant position. If no evaluation is present then it will be considered satisfactory. Missing, scheduled evaluations as described in Article 6 will also be considered satisfactory.**

**17.6 Will Be Deleted Entirely.**

**This MOU will be effective for employees transferring as of January 1, 2003.**

**Tentatively agreed to pending ratification by the California School Employees Association and the District Board of Trustees.**

  
Judy Ann Allen-Mendez  
Director, Human Resources  
Silver Valley Unified School District

  
Linda Johnson  
CSEA, President  
California School Employees Association

11/18/02  
Date

11/18/02  
Date



# Silver Valley Unified School District

35320 Daggett-Yermo Road, P.O. Box 847, Yermo CA 92398

PHONE: (760)254-2916

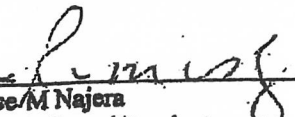
FAX: (760)254-2091

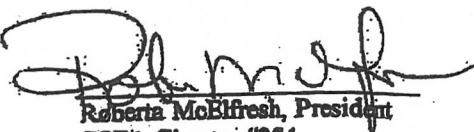
## MEMORANDUM OF UNDERSTANDING BETWEEN THE SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD) AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), AND ITS CHAPTER #374

The Silver Valley Unified School District and California School Employees Association, having negotiated in good faith and pursuant to Article 9 (9.7.1) and Article 11 (11.7) for the 2016-17 and 2017-18 school years:

- The classified salary schedule, Appendix A, shall be adjusted to reflect a two percent (2%) increase for the 2016-17 school year, retro-active to midyear.
- An additional one percent (1%), effective midyear, will be added to the Health & Benefits Cap for the 2017-2018 school year.
- The parties agree to provide an additional salary increase if projected ongoing LCFF revenue for 2017-2018 increases between the date of this agreement and 2017-2018 P-2 ADA. The FCMAT LCFF calculator as of February 23, 2017, projected LCFF revenue for 2017-2018 is \$18,244,398. As soon as practicable when P-2 ADA is known and reported to the county office of education, the District will provide the actual revenue calculation for 2017-2018 in the FCMAT LCFF calculator for comparison using the most current Department of Finance assumptions and the District P-2 ADA. If the revenues are at least \$18,464,398 (increase of \$220,000), the district will provide an additional 1% increase to the Classified Salary Schedule retroactive for the full year 2017-2018. Each incremental LCFF revenue increase of \$220,000 will result in the District providing an additional 1% increase to the Classified Salary Schedule retroactive for the full year 2017-2018.

This Memorandum of Understanding is in addition to the terms in the pending Tentative Agreements on Article 9 and 11 between CSEA and SVUSD.

  
 Jesse M Najera  
 Deputy Superintendent  
 3/10/17  
 Date

  
 Roberta McElfresh, President  
 CSEA Chapter #374  
 3/10/17  
 Date

Michelle Lewis  
 Labor Relations Representative (CSEA)  
 Date

Lewis Elementary School  
(760) 386-1900

Tierfort View Intermediate School  
(760) 386-3123

Newberry Springs Elementary School  
(760) 257-3211

Yermo School  
(760) 254-2931

Fort Lewis Middle School  
(760) 386-1133

Silver Valley High School  
(760) 254-2963

Alternative Education Center  
(760) 254-2715

POWERFUL LEARNING FOR OUR MOST PRECIOUS RESOURCE